



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

States v. Schurz, 102 U. S. 393, 394. Although Congress has not given the circuit courts authority to issue such original writs, it has the constitutional power to do so. *Kendall v. United States*, 12 Pet. 524. But that Congress has not exercised this right in the Inter State Commerce Act, see 24 Stat. at L. 379, chap. 104, sec. 12, 16.

MORTGAGES—PRIORITY—RIGHTS OF FIRST MORTGAGEE.—*MEAD v. HAMMOND ET AL.*, 95 N. Y. SUPP. 241.—*Held*, that a mortgage, payable on default of any of the notes it secured, can be held by the first mortgagee (who has taken up all the notes) as against a subsequent mortgagee, although only one note has been defaulted and the others are not due.

Since the provision for foreclosure in case of the defaulting of any note was valid; *Wissner v. Chamberlin*, 117 Ill. 568; *Phillips v. Taylor*, 96 Ala. 426; *Cecil v. Dynes*, 2 Ind. 266; the first mortgagee or his assignee could hold the mortgage for protection against the second mortgagee, a subsequent minor, whose only remedy was to redeem from the first mortgage. *Hasselman v. Nickerman*, 50 Ind. 444; *Knowles v. Robbin*, 20 Iowa 101.

MUNICIPAL CORPORATIONS—CONSTITUTIONAL LAW—POLICE POWER—DEPRIVATION OF PROPERTY—EX-PARTE KEO, 82 PACIFIC 241.—*Held*, that a city ordinance prohibiting the maintenance or operation of any rock or stone quarries within a prescribed portion of the city was not a proper exercise of police power but was void as an unlawful interference with property rights.

When a business is not dangerous to the public health or welfare, it cannot be subjected to the restriction of police legislation. *Sonora v. Curtin*, 137 Cal. 583. The right to acquire property is protected by the Constitution; the right to use property for proper means is necessarily incidental; *Ex parte Newman*, 9 Cal. 517. Police regulations as to usury are valid, as they aim to protect the welfare of the needy, and as such are not an interference with property rights. *Ex parte Sichenstein*, 7 Pacific, 728. Ordinances prohibiting indiscriminate laundering, in public, are valid as such would be a nuisance and deleterious to public health. *Barbie v. Coumly*, 113 U. S. 27. City can prohibit the cultivation of any product, deemed injurious or dangerous to public health. *Green v. City of Savannah*, 6 Georgia, 1. Laws regulating hours of labor in mines are valid as they do not interfere with property rights. *Holden v. Hardy*, 169 U. S. 366. Law compelling mine owners to keep scales are only valid when necessary for the protection of the public. *Millet v. People* 117 Illinois, 294. The above ordinance is apparently too sweeping as quarrying is not usually injurious to the public.

MUNICIPAL CORPORATIONS—STREETS—DELICTS—CONTRACTS—ACTIONS.—**CITY OF PAWTUCKET v. PAWTUCKET ELECTRIC CO.**, 61 ATL. 48 (R. I.).—For use of streets defendant railway company paid city sums of money and in conformity with city ordinances executed a bond regulating their liability for a certain contingency, namely, that if the city had to pay any damages on account of neglect of defendant or its officers and employees, etc., the defendant would repay city such damages. The city did have to pay damages for neglect of defendant and now sues defendant in trespass on the case and not on the bond. *Held*, that such bond determined the rights and respective liabilities of the city and the railway company, and precluded the city from maintaining an action of trespass on the case to recover from defendant such damages.

When party is injured through object in street caused by negligence of